

ORIGINAL

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

McLeodUSA Telecommunications)
Services, Inc.)
)
Complainant,)
)
Complaint Against Illinois Bell)
Telephone Company d/b/a)
Ameritech Illinois Under Sections 13-5 14)
and 13-5 15 of the Public Utilities Act)
Concerning the Imposition of Special)
Construction Charges and Seeking)
Emergency Relief Pursuant to)
Section 13-515(e))

Docket No. 00-0107

ILLINOIS
COMMERCE COMMISSION
FEB 2 8 53 AM '00
CHIEF CLERK'S OFFICE

**AMERITECH ILLINOIS' OPPOSITION TO
MCLEOD'S REQUEST FOR EMERGENCY RELIEF**

Illinois Bell Telephone Company ("Ameritech Illinois") submits its Opposition to
McLeodUSA Telecommunications Services, Inc.'s ("McLeod") request for emergency relief
under 220 ILCS 5/13-515(e).

INTRODUCTION

McLeod's request is highly misleading and omits or distorts some of the most important facts. For example, McLeod alleges that it is being charged a flat fee for several types of construction work, pursuant to a policy posted by Ameritech Illinois on "TCNet," a web site for CLECs. (Complaint, ¶ 7). At the time McLeod tiled its Complaint, however, the flat-rated charges had already been eliminated for all carriers in Illinois, and McLeod had been specifically informed of that fact. Thus, when McLeod alleges that "Ameritech Illinois now imposes a fixed fee of \$224.07 for special construction" for certain modifications, the allegation was in fact false

and McLeod knew it was **false**.^{1/} In addition, McLeod fails to mention that, in response to McLeod's January 12, 2000 letter, Ameritech Illinois offered to amend the parties' interconnection agreement ("Agreement") in a **manner** that would make the primary forms of relief ordered in Docket No. 99-0525 equally available to both McLeod and Consolidated Communications Telecom Service ("CCTS"). (See Ex. A hereto). Thus, Ameritech Illinois has already provided or offered to provide McLeod with virtually everything it seeks in its **Complaint**.^{2/} The new Complaint therefore presents nothing even remotely resembling an emergency. In light of these facts, and for the additional reasons provided below, McLeod's request should be denied.

First, the request is premature. There is a prior pending action, Docket No. 99-0593, that will address the issues raised by McLeod's Complaint and to which both McLeod and Ameritech Illinois are parties. Under Illinois law, it is appropriate — if not required — for decisionmakers to refuse to address a new case in light of such prior proceedings. See 735 ILCS 5/2-619. Furthermore, although the Complaint conspicuously fails to mention it, McLeod and Ameritech Illinois are in the midst of negotiating an amendment to their Agreement based on the Ovation decision in Docket No. 99-0525. As the Commission has recognized, complaints under Section 13-514 are improper and wasteful while such negotiations continue. Rhythms Links, Inc. v.

^{1/} TCNet will be updated, effective February 2, 2000, to reflect the elimination of the flat fee in Illinois. McLeod was specifically informed that TCNet would be updated to reflect the elimination of the flat fee, so McLeod cannot claim to have relied on the outdated information that appeared on TCNet on the day the Complaint was tiled.

^{2/} The, one exception would be refunds for amounts paid in the past by McLeod and CCTS, pursuant to their express written authorization. Even this issue, however, is subject to **negotiation when** McLeod actually wishes to negotiate.

Illinois Bell Tel. Co., Ill. C.C. Dkt. No. 99-0465, at 12-13 (Dec. 2, 1999). Moreover, McLeod has failed to satisfy the binding contractual prerequisites for bringing its claim, as it has not exhausted the dispute-resolution procedures under the Agreement for charges disputed in the Complaint. The Commission dismissed **McLeod's** claims in its prior complaint proceeding, Docket No. 99-0525, for that very failing, and the same reasoning warrants that it do so again here.

Second, McLeod **cannot** prove any likelihood of success on the merits because its Complaint **grossly** misrepresents the facts. McLeod baldly alleges that Ameritech Illinois is engaging in all sorts of misconduct that simply is not occurring. McLeod knew this (or certainly should have known it) when it filed the Complaint. A party cannot obtain emergency relief simply by making false assertions.

Third, McLeod will not suffer any irreparable harm if emergency relief is denied. To the extent McLeod wants a refund of past charges, it seeks monetary relief, which is not irreparable harm. And, to the extent McLeod claims damage to reputation from an inability to compete, that claim rests on the false allegations about Ameritech Illinois' conduct and therefore is doubly speculative: McLeod claims that **if Ameritech** Illinois actually did what McLeod claims it is doing, some harm *might* occur. Double innuendo is not the kind of "verified factual showing" that Section 13-5 15(e) requires for emergency relief.

Finally, granting emergency relief is not necessary to protect the public interest. Indeed, McLeod readily admits that "for the sake of judicial economy" there is no reason to proceed with this case at all while the Commission's general investigation of special construction charges in Docket No. 99-0593 is pending. (Complaint, ¶ 27). Moreover, granting emergency relief would

not protect the public interest because it would single out McLeod for special treatment, even though every other competing local exchange carrier might assert similar baseless demands for “emergency” protection. The more appropriate and prudent means of protecting all parties and **efficiently** controlling the Commission’s docket is to deny any individual CLEC demands until the generic investigation runs its course.

ARGUMENT

McLeod would have the Commission believe that this is a carbon copy of the Ovation complaint proceeding (Ill. C.C. Dkt. No. 99-0525). Based on that purported parallel, McLeod asks the Commission to rubber-stamp its request for emergency relief without considering the particular facts and circumstances of *this* case. This attempt to avoid the facts is understandable, given the lack of any actual wrongdoing by Ameritech Illinois, but it cannot erase the numerous principles barring emergency relief.

A. McLeod’s Complaint is Premature.

McLeod’s request for emergency relief is premature in several respects, any one of which is sufficient to reject it.

First, a generic Commission investigation of Ameritech Illinois’ practices regarding special construction charges is already underway in Docket No. 99-0593. That proceeding will address ~~the same~~ competitive issues raised by McLeod’s Complaint. In light of this “prior pending action” involving the same parties and same issues, the Commission can and should refuse to address McLeod’s complaint at this time, including the request for emergency relief. See 735 ILCS 5/2-619; Katherine M. v. Ryder, 254 Ill. App. 3d 479,487 (1st Dist. 1993); Southwest Financial Bank of Orland Park v. McGrath, 200 Ill. App. 3d 736,738 (1st Dist. 1990).

It is well established that the Commission has broad authority to manage its own docket, including the authority to dismiss a complaint case if the issues are more efficiently addressed elsewhere. **That** is precisely the case here.

Second, McLeod and Ameritech Illinois are currently negotiating a contract amendment dealing with special construction, which may very well moot some or all of McLeod's claims. **Ameritech Illinois** initiated these discussions (see Ex. A), which are ongoing. The Commission addressed this same type of "gun-jumping" situation in the recent Rhythms Link case under Section 13-5 14, finding that: "As a matter of policy, the Commission concludes that allowing a complaint to proceed [in such] circumstances is inappropriate. It would be a waste of the Commission's time and resources to resolve issues that are the subject of continuing negotiations." Rhythms Links, Ill. C.C. Dkt. No. 99-0465, at 12-13. The same is true of McLeod's complaint.

Third, one thing that is the same about this case as the Ovation case is that the complainant seeks a refund of disputed amounts paid by McLeod under *its* Interconnection Agreement. (Complaint, p. 16). As the Commission knows, it dismissed McLeod's claims in the Ovation case because McLeod had not exhausted the dispute-escalation provisions of its Agreement with respect to those **claims**.^{3/} Although McLeod initiated dispute-escalation procedures on October 29, 1999, it has not completed those procedures and thus has not fulfilled the contractual prerequisite to a complaint. (See Ex. A) (noting that dispute escalation discussions, were ongoing as of January 13, 2000).

^{3/} See Ill. C.C. Dkt. No. 99-0525, Hearing Examiner's October 18, 1999 Memorandum to the Commission, at 5.

While McLeod appears to claim that no such meetings were necessary because it waited “the requisite number of days, i.e., thirty” between initiating dispute-escalation and filing its Complaint ‘(Complaint, ¶ 20), that flatly misreads the Agreement. McLeod has adopted the QST interconnection agreement. (Complaint, ¶ 2). That agreement provides for a two-phase dispute-escalation procedure, the first phase taking 60 days and the second 45 days. (Ex. B hereto, §§ 28.1.3 and 28.1.4). Only after both phases are completed may a party file a complaint. (*Id.*, § 28.1.4).^{4/} Thus, assuming McLeod initiated escalation on October 29, 1999 (see Complaint, ¶ 20), the *earliest* it could file its complaint would be 105 days later, i.e., February 11, 1999. Thus, McLeod’s Complaint is premature by definition, which obviously means it cannot support emergency relief.^{5/}

B. McLeod Cannot Show a Likelihood of Success on the Merits.

Section 13-515(e) requires an applicant for emergency relief to prove a likelihood of success on the merits. McLeod claims it meets this standard based on (1) alleged similarities between this case and Ovation, and (2) alleged misconduct by Ameritech Illinois. Neither claim has any basis in fact.

While there are superficial similarities between this case and Ovation, the determinative

^{4/} McLeod previously operated under the Ameritech Illinois-CCTS interconnection agreement, ‘which contains the same dispute-escalation provisions in Sections 28.10.2 and 28.10.3.

^{5/} McLeod may argue that its case involves more than the disputed amounts that are subject to escalation under the Agreement. The Commission, however, rejected that same claim in the Ovation case, where the Hearing Examiner found, and the Commission implicitly agreed, that the mere presence of claims for other than disputed amounts cannot turn a premature complaint into a ripe one and cannot forestall a dismissal. *See* Ill. C.C. Dkt. No. 99-0525, Hearing Examiner’s October 18, 1999 Memorandum to the Commission, at 5.

facts are quite different. Specifically, McLeod's Complaint focuses on recent revisions to Ameritech Illinois' policy on special construction charges (designed to make those charges easier to **understand** and apply and to comply with legal requirements). Those revisions did not occur until **after** the Ovation order was issued. Thus, this case would present substantially different factual issues than Ovation.

Moreover, McLeod's allegations about the application of the revised policy are simply false. McLeod claims that Ameritech Illinois now imposes a "fixed fee" for certain modifications of available facilities to prepare them for unbundling. (Complaint, ¶ 7). The fact, however, is that Ameritech Illinois does not impose any such charge on McLeod; indeed, Ameritech Illinois has removed any flat fee for such modifications for all competing carriers. McLeod further claims that Ameritech Illinois cancels certain of McLeod's orders and requires a Bona Fide Request ("BFR"). (Id., ¶ 8). The fact, however, is that the use of the BFR procedure is a rare exception to the standard service order request process and that, in any event, nothing in the Ovation order bars such a procedure.

McLeod knows all this, and it knew it when it tiled the Complaint. And if McLeod did not know it, it certainly would have discovered it had it conducted the "reasonable inquiry of the subject matter of the complaint" that is required by Section 13-515(i) to ensure that the complaint "is well grounded in law and fact." As it is, however, McLeod **cannot** prove any likelihood of success on the merits because the facts on which its case depends simply do not exist; indeed, it fails to identify even one specific instance where the claimed misconduct actually occurred. See 220 ILCS 5/13-515(e) (request for emergency relief must be supported by a "verified factual showing"); Board of Educ. Of Niles Twp. v. Board of Educ. Of Northfield

Twp., 112 Ill. App. 3d 212, 218-19 (1st Dist. 1983) (“a mere allegation of illegality. . . does not rise to the level of necessary demonstrative proof” for emergency relief).

Moreover, Ameritech Illinois’ counsel specifically informed McLeod’s counsel, both orally and in writing (see Ex. A), that Ameritech Illinois fully intends to comply with the Ovation order with respect to McLeod through a contract amendment, and that if McLeod believes there are any problems it should contact him directly. McLeod made general complaints to Ameritech Illinois’ counsel, but has never provided specific information that would enable Ameritech Illinois to investigate and resolve any such concerns. The bottom line is that Ameritech has made it clear that it fully intends to comply with the law and is ready and willing to work with McLeod to fix any implementation problems regarding special construction charges. No emergency relief is necessary in such circumstances.

C. McLeod Will Not Suffer Irreparable Harm if Emergency Relief is Denied.

Section 13-5 15(e) also requires an applicant for emergency relief to prove that it “will” suffer “irreparable harm in its ability to serve customers” if relief is denied. Again, McLeod cannot do so.

To begin with, the alleged harm here arises **from** the alleged conduct of Ameritech Illinois. Because Ameritech Illinois is not doing the things of which it is accused or in any way violating the Ovation decision, McLeod is not likely to suffer any irreparable harm if its request is denied and the status quo is maintained. Rather, McLeod is merely engaging in self-serving speculation about what harms it conceivably *might* incur *if* Ameritech Illinois actually engaged in the alleged misconduct. Section 13-5 15(e), however, requires a “verified factual showing” to support a claim of irreparable harm. McLeod has not identified any specific instance where

Ameritech Illinois engaged in the alleged types of misconduct. McLeod therefore fails the statutory test.

Further, to the extent McLeod seeks a refund of past charges (Complaint, p.16), it is merely alleging monetary harm. Because McLeod could recover those monetary losses if it ultimately prevails, such harm is not irreparable. E.g., Kanter & Eisenberg v. Madison Associates 116 Ill.2d 506,511 (1987).

D. Granting Emergency Relief is Not Necessary to Protect the Public Interest.

Finally, an applicant for emergency relief must prove that granting such relief would be “in the public interest.” 220 ILCS 5/13-5 15(e). Granting emergency relief here would not be in the public interest because it would open the floodgates to dozens of Section 13-514 complaints and requests for emergency relief by every other CLEC already participating in Docket No. 99-0593. One benefit of the Commission’s decision to address special construction charges in a generic docket is that it avoids such piecemeal litigation and allows all issues to be covered in a single proceeding. That is the most efficient docket management for the Commission, its Staff, and all carriers. The Commission should not destroy that efficiency by inviting “me-too” complaints by every CLEC that, like McLeod, wants relief based on unsubstantiated allegations, without the burden of proving its case in an actual proceeding.

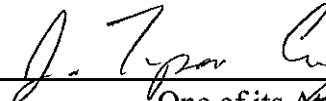
CONCLUSION

For the above reasons, McLeod has not made and cannot make the showing required for emergency relief under Section 13-5 15(e). The Commission should therefore deny that request and defer all special construction issues to the generic investigation in Docket No. 99-0593.^{6/}

Dated: February 1, 2000

Respectfully submitted,

ILLINOIS BELL TELEPHONE COMPANY d/b/a
AMERITECH ILLINOIS

By:  _____
One of its Attorneys

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^{6/} Without in any way conceding that McLeod's Complaint is properly before the Commission or has any merit or waiving any other objection to the Complaint, Ameritech Illinois states that it would have no objection to staying this case pending the outcome of Docket 99-0593, as McLeod suggests (Complaint, ¶ 27). Thus, pursuant to 83 Ill. Adm. Code § 766.15(b), Ameritech Illinois states that it would not object to a waiver of the Section 13-515 time limits that a stay would cause.

Pursuant to 83 Ill. Adm. Code § 766.100(b), Ameritech Illinois states that it would agree to waive the time-limit requirement that the Commission must enter its order within two days of the decision of the Hearing Examiner on emergency relief to prevent that decision from becoming final.

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Mark A. Kerber
Counsel

January 13, 2000

VIA FACSIMILE

William Haas
McLeodUSA Incorporated
6400 C Street SW
P.O. Box 3177
Cedar Rapids, Iowa 52406

Dear Mr. Haas:

This is in response to your letter of January 12, 2000. As you may be aware, I have discussed this matter with your outside counsel, Ms. Hightman, and I assured her that Ameritech Illinois intends to comply fully with the Commission's order in Docket 99-0525. Ameritech Illinois will process all orders by McLeodUSA (and its affiliates) consistent with the Commission's order in that docket. The policy posted on TCNET is regional in scope and is not intended to be applied in a manner inconsistent with the Commission's order.

To effectuate the above, Ameritech Illinois believes the best approach would be to negotiate an amendment to our existing interconnection agreement (the QST agreement). As you are no doubt aware, McLeodUSA has invoked the contractual escalation process with respect to the application of special construction charges to the McLeodUSA entities other than Ovation. Given that your letter addresses all of the McLeodUSA entities, I would suggest we address a contract amendment in that context. In that regard, AII\$ will contact you early next week to work out the logistics

I trust the above resolves the issues raised in your letter.

Sincerely,



Mark A. Kerber

MAK:slh

CC: Carrie Hightman
John Lenahan
Mary Pat Regan



EXECUTION ORIGINAL

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of May 5, 1997^{1'}

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of and as an agent for Ameritech Illinois

and

QST COMMUNICATIONS, INC.

^{1'} See Footnote 12 on signature page.

27.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, then a late payment charge shall be assessed. The portion of the payment not received by the Bill Due Date shall accrue interest as provided in **Section 27.6**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

27.5 Adjustments.

27.5.1 As provided in this Agreement, a Party **shall** promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest as provided in **Section 27.6c** h reimbursements shall be set forth in the appropriate section of the invoice.

27.5.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“Underbilled Charges”); provided, however that, except as provided in Article XXVIII, the Billing Party shall not bill for **Underbilled** Charges which were incurred more than six (6) months prior to the date that the Billing Party transmits a bill for any Underbilled Charges.

27.6 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided in Sections 6.2.5 and 6.2.6, any undisputed amounts not paid when due or any amounts paid that were the ‘subject of a billing error, as the case may be, shall accrue interest from the **date** such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment is actually received or the credit is issued, as the case may be.

27.1 Single Point of Contact. Ameritech shall provide to QST a single point of contact for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

ARTICLE XXVIII
DISPUTED AMOUNTS, AUDIT BIGHTS
AND DISPUTE RESOLUTION

28.1 Disputed Amounts.

28.1.1 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party **billed** (the “**Non-Paying** Party”) *shah*, prior to the Bill Due Date, give written notice to the Billing Party

of the amounts it disputes (“**Disputed** Amounts”) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging **billed** charges. The Non-Paying Party shall pay when due all undisputed amounts to the Big Party. Notwithstanding the foregoing, except as provided in Section 28.2, a Party **shall** be entitled to dispute only those charges for which the Bill Due Date was within the immediately **preceding** eighteen’ (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 If the Non-Paying Party disputes a charge and does not pay such Disputed Amounts by the **Bill** Due Date, such Disputed Amounts shall be subject to late payment charges as set forth in Section 27.4. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

28.1.3 If the Parties are unable to resolve the issues **related** to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties’ appointment of designated representatives pursuant to Section 28.3, then either Party may file a complaint with the Commission to resolve such issues or proceed *with* any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all **Disputed** Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.

28.1.5 The Parties agree that all negotiations pursuant to this Section 28.1 shall remain confidential in accordance with Article XX and **shall** be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

30.19 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced, herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 20th day of July, 1998.^{12/}

QST COMMUNICATIONS, INC.

AMERITECH INFORMATION INDUSTRY SERVICES, A DIVISION OF AMERITECH SERVICES, INC., ON BEHALF OF AMERITECH ILLINOIS

By: [Signature]
Printed: ANDREW E. BOWDEN
Title: PRESIDENT AND C.O.O.

By: [Signature]
Printed: KAREN S. VESSELY
Title: PRESIDENT

^{12/}

This Agreement is the result of QST's adoption in its entirety of the terms of that certain arbitrated Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated May 5, 1997 by and between Ameritech Illinois and MCI Metro Access Transmission Services, Inc. ("MCI Agreement") that was approved by the Commission as an effective Agreement in the state of Illinois in Docket No. 97AA002 (the "MCI Arbitration"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with QST's statutory rights under Section 252(i) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of all rights and remedies it may have to seek review of this Agreement or the MCI Agreement, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to the MCI Arbitration, or seek review in any way of any provisions included in this Agreement as a result of QST's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any term or condition in this Agreement apply to QST on or before the date this Agreement is executed by the Parties nor shall QST be entitled to any rate, price or charge set forth in this Agreement on or before the date the Commission approves this Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Neither Ameritech nor QST's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or intended to be a concession or admission by either Party that any contractual provision required by the Commission in the MCI Arbitration or any provision in this Agreement or the MCI Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and QST specifically reserve their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provisions of the Agreement may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997 decisions of the United States Court of Appeals for the Eighth Circuit. Should QST attempt to apply such conflicting provisions, Ameritech reserves its right, notwithstanding anything to the contrary in this Agreement, to seek appropriate legal and/or equitable relief. The MCI Agreement that QST adopts here is considered to be the original agreement between Ameritech and MCI plus any modifications or amendments to that agreement as of the date this Agreement is executed by Ameritech and QST. QST is not bound by any future modifications or amendments to the MCI Agreement made after April 20, 1998. Notwithstanding the foregoing, to the extent any provisions in the MCI Agreement are modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction (other than an order subject to Section 29.3), either Party shall have the right to modify the corresponding provisions of this Agreement, consistent with such order or finding.


State of Illinois)
) ss.
County of Cook)

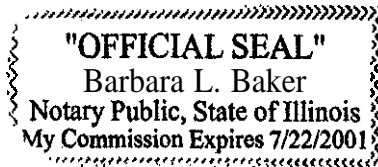
VERIFICATION

I, J. Tyson Covey, being first duly sworn, do hereby state that I am an attorney for Illinois Bell Telephone Company in this matter, that I am authorized to make this Verification on its behalf, that I have read the foregoing Opposition to McLeod's Request for Emergency Relief and know the contents thereof, and that said contents are true and correct to the best of my knowledge, information, and belief.


J. Tyson Covey &---

Subscribed and sworn to before me
this 1 st day of February, 2000


Notary Public



CERTIFICATE OF SERVICE

I, J. Tyson Covey, hereby certify that I caused copies of Ameritech Illinois' Opposition to McLeod's Request for Emergency Relief to be served on the parties on the attached service list by e-mail, facsimile, hand-delivery or overnight mail, with all changes pre-paid, this 1st day of February, 2000.



J. Tyson Covey

SERVICE LIST - DOCKET NO 00-0107

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